

1 **BRYAN CAVE LLP**

Julie W. O'Dell (CA Bar 291083)
2 3161 Michelson Drive, Suite 1500
Irvine, CA 92612-4414
3 Telephone: (949) 223-7000
Facsimile: (949) 223-7100
4 E-Mail: julie.odell@bryancave.com

5 Attorneys for Defendant
ADECCO USA, INC.

7 **RIGHETTI – GLUGOSKI, P.C.**

8 Matthew Righetti (CA Bar 121012)
John Glugoski (CA Bar 191551)
9 Michael Righetti (CA Bar 258541)
456 Montgomery St., Ste. 1400
10 San Francisco, CA 94104
Telephone: (415) 983-0900
11 Facsimile: (415) 397-9005
E-mail: matt@righettilaw.com
12 jglugoski@righettilaw.com
mike@righettilaw.com

13 Attorneys for Plaintiff
14 KAITLYN SHEPARDSON

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA**

17 KAITLYN SHEPARDSON,
individually, and on behalf of other members
18 of the general public similarly situated,

19 Plaintiff,
20 v.

ADECCO USA, INC,
21 and DOES 1 through 100, inclusive,

22 Defendants.

Case No. 3:15-cv-05102-EMC

(San Mateo Superior Court CIV 535091)

Hon. Edward M. Chen / Room 5

CLASS ACTION

**JOINT STIPULATION AND
[PROPOSED] ORDER TO CONTINUE
CASE MANAGEMENT CONFERENCE**

[Pursuant to Local Rules 7-12, 16.2(e)]

Date: February 1, 2018

Time: 10:00 a.m.

Room: 5

Complaint Filed: August 18, 2015

FAC Filed: October 2, 2015

1 Plaintiff Kaitlyn Shepardson (“Plaintiff”) and Defendant Adecco USA, Inc. (“Adecco” or
2 “Defendant”) (collectively, the “Parties”), through their respective counsel of record, stipulate and
3 agree as follows:

4 WHEREAS, Plaintiff filed the proposed class action on or about August 18, 2015.
5 Defendant removed the action to this Court and filed a Motion to Compel single plaintiff
6 arbitration pursuant to the Dispute Resolution Agreement between the parties. The Court granted
7 Defendant’s Motion to Compel pursuant to the arbitration agreement, which contains a class
8 action waiver.

9 WHEREAS, after the Court ruled on the Motion to Compel in this case, the Ninth Circuit
10 Court of Appeal in *Morris v. Ernst & Young, LLP*, 834 F.3d 975 (9th Cir. 2016), held that class
11 action waivers in arbitration agreements violate the National Labor Relations Act. The United
12 States Supreme Court granted review of the *Morris v. Ernst & Young* decision. *Ernst & Young,*
13 *LLP v. Morris*, 137 S.Ct. 809 (2017). This matter was stayed pending the Supreme Court’s
14 decision.

15 WHEREAS, the Supreme Court held oral argument on October 2, 2017, and, as of the date
16 of this submission, the Supreme Court has yet to render a decision. Accordingly, the parties
17 request a 6-week continuance of the CMC.

18 **IT IS THEREFORE STIPULATED BY THE PARTIES, THROUGH THEIR**
19 **RESPECTIVE COUNSEL OF RECORD** that, subject to Court approval, the case management
20 conference be continued six (6) weeks to a date after March 15, 2018.

21 **IT IS SO AGREED:**

22 Dated: January 25, 2018

RIGHETTI – GLUGOSKI, P.C.

Matthew Righetti

John Glugoski

Michael Righetti

25 By: /s/ John Glugoski

John Glugoski

Attorneys for Defendant

27 KAITLYN SHEPARDSON

1 Dated: January 25, 2018

BRYAN CAVE LLP
Julie W. O'Dell

2
3 By: /s/ Julie O'Dell
4 Julie W. O'Dell
5 Attorneys for Defendant
6 ADECCO USA, INC.

7 **SIGNATURE CERTIFICATION**

8 I hereby certify that I have obtained counsel's authorization to affix her electronic
9 signature to this document.

10
11 By: /s/ John Glugoski
12 John Glugoski
13 Attorneys for Defendant
14 KAITLYN SHEPARDSON
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~[PROPOSED]~~ ORDER

PURSUANT TO GOOD CAUSE, THE COURT HEREBY ORDERS that the Case Management Conference, now scheduled for February 1, 2018, is continued and shall be scheduled to take place on 3/22/18 at 10:30 a.m./~~p.m.~~

IT IS SO ORDERED.

DATED: 1/29/18, 201~~7~~

